

AN ORDINANCE 2006-06-29-0814

**AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT  
FOR SNACK SERVICES IN CERTAIN CITY-OWNED AND CITY-  
LEASED FACILITIES WITH INDEPENDENT VENDORS OF SAN  
ANTONIO TO PROVIDE SNACK, FRESH/FROZEN FOOD, AND  
HOT DRINK VENDING MACHINE SERVICES FOR AN INITIAL  
SEVEN-YEAR TERM, WITH A THREE-YEAR EXTENSION  
SUBJECT TO CITY COUNCIL APPROVAL.**

\* \* \* \* \*

**WHEREAS**, in 2001, the City entered a License Agreement for the provision of snack vending services in various City-owned and City-leased facilities and currently Independent Vendors of San Antonio ("IVSA") provides snack vending services for 78 machines; and

**WHEREAS**, due to the approaching expiration of the current agreement, a Request for Proposals ("RFP") was released resulting in one response from IVSA; and

**WHEREAS**, an evaluation team was established, consisting of representatives from Asset Management, Convention Facilities, Office of Management & Budget, and Parks and Recreation, with representatives from the City Attorney's Office, Contract Services, Economic Development and Finance serving in an advisory capacity; and

**WHEREAS**, based on the proposal received from IVSA, the total estimated annual revenue is approximately \$50,000.00 for the proposed License Agreement; and

**WHEREAS**, staff recommends that City Council award a License for snack vending services to IVSA; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The terms and conditions of IVSA's License for Vending Services, providing a license for snack vending at certain City-owned and City-leased facilities, for a seven (7)-year term, with a three (3)-year extension option, subject to City Council approval, are authorized and approved.

**SECTION 2.** The City Manager, or a designee, is authorized to execute IVSA's License for Vending Services. A copy of this License, previously executed by IVSA, is attached to this Ordinance as Exhibit I.

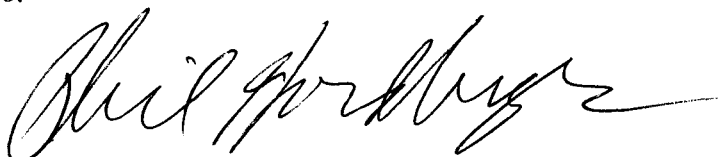
**SECTION 3.** Funds generated by this Ordinance shall be deposited using the table listed below:

Fund	Fund Name	Order	IO Text	Account	Account Name
11001000	GENERAL FUND	224000000020	Vending Machine	4401880	Commission from
	HOTEL MOTEL		Commission-General Fund		Contracts - Vending
29006000	TAX FUND	224000000021	VENDING MACHINES -	4401880	Commission from
	HOT /		CONV FAC		Contracts - Vending
29016000	ALAMODOME	224000000022	VENDING MACHINES -	4401880	Commission from
	GOLF COURSE OP		ALAMODOME		Contracts - Vending
29090000	MAINT	224000000025	VENDING MACHINES -	4401880	Commission from
			GOLF		Contracts - Vending
55001000	SOLID WASTE OPS	224000000023	VENDING MACHINES -	4401880	Commission from
	PARKING		ENVIRON		Contracts - Vending
53004000	REVENUE FUND	224000000024	VENDING MACHINES -	4401880	Commission from
	BUILDING		PARKING		Contracts - Vending
76001000	MAINTENANCE	224000000004	VENDING MACHINES -	4401880	Commission from
			FAC SVCS	4809210	Contracts - Vending

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** This Ordinance shall be effective immediately upon the passage of eight (8) affirmative votes. If it is not passed by (8) affirmative votes, this Ordinance shall be effective on and after the tenth day after passage.


**PASSED AND APPROVED** this 29<sup>th</sup> day of June, 2006.



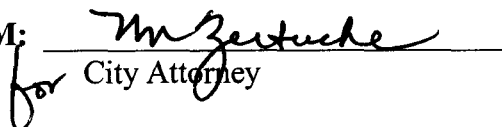
M A Y O R

**PHIL HARDBERGER**

**ATTEST:**

  
City Clerk

**APPROVED AS TO FORM:**

  
for City Attorney

# Agenda voting Results

**Name:** 8 A, 8B, & 8C

**Date:** 06/29/06

**Time:** 04:17:15 PM

**Vote Type:** Multiple selection

**Description:** An Ordinance authorizing the execution of a License Agreement for snack services in certain City-owned and City-leased facilities with Independent Vendors of San Antonio to provide snack, fresh/frozen food, and hot drink vending machine services for an initial seven-year term, with a three-year extension subject to City Council approval.

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4			x	
PATTI RADLE	DISTRICT 5			x	
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9			x	
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

# Agenda Voting Results

**Name:** 8C Amendment 1 as presented by CM McNeil

**Date:** 06/29/06

**Time:** 04:16:33 PM

**Vote Type:** Multiple selection

**Description:**

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4			x	
PATTI RADLE	DISTRICT 5			x	
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9			x	
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

Exhibit  
I

STATE OF TEXAS

§

**IVSA'S LICENSE FOR VENDING SERVICES**

§

COUNTY OF BEXAR

§

This Agreement for Vending Services ("Agreement") is entered into by and between the CITY OF SAN ANTONIO, a Texas Municipal Corporation ("City"), acting by and through its City Manager, an Assistant City Manager or an Assistant to the City Manager, pursuant to Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, and Independent Vendors of San Antonio, a Texas Limited Partnership ("Contractor") acting by and through its authorized general partner.

**ARTICLE I**  
**PURPOSE AND SCOPE**

1.01 The purpose of this Agreement is to set out the terms and conditions under which the Contractor agrees to and shall provide City with certain snack, fresh/frozen food, and hot drink vending machines (hereinafter "Vending machines" or "Machines") services at locations on City owned and/or controlled facilities ("Premises"), the locations for which shall be decided by the mutual agreement of the Parties hereto. The Parties agree that approximately 100 Machines shall be placed under this Agreement.

1.02 The Parties hereby acknowledge and understand that the locations for placement of Machines as well as the type and/or number of Machines at a particular location may change from time to time, as approved by the Parties in the manner set forth in Section 12.02, as needs and desires of City change during the term and any renewal of this Agreement. By way of example only, such a change may be prompted by new and expired lease agreements between the City and third-parties.

**ARTICLE II**  
**TERM**

2.01 The initial term of this Agreement shall be for approximately seven (7) years commencing on June 15, 2006 and terminating June 30, 2013, unless sooner terminated as hereinafter provided or renewed, as provided below.

2.02 This Agreement may be extended, either on the same terms and conditions or subject to re-negotiation of the proceeds or other terms of the Agreement, for up to an additional three (3) year period, at the option and sole discretion of the City, upon approval of City Council.

2.03 Upon expiration of this Agreement or early termination, Contractor shall remove all Machines from all locations prior to the termination date, starting no sooner than the tenth (10<sup>th</sup>) business day before the effective date of termination.

### **ARTICLE III** **RIGHT OF ACCESS**

3.01 City, in consideration of the covenants and agreements to be performed by Contractor and upon the terms and conditions hereinafter stated, grants to Contractor a license to install, service and maintain certain Vending machines on the Premises at locations and in the number and type [(ie) various food items] to be determined and identified solely within the discretion of the City, subject to the obligations imposed in Section 3.03. Nothing in this Agreement shall prevent Contractor from recommending to City, in an advisory role, the type and/or location of Machines on the Premises.

3.02 The provisions of Section 3.01 notwithstanding, it is understood and agreed between the Parties that the Director of the City's Asset Management Department or designee is responsible for oversight and implementation of this Agreement.

3.03 In determining locations and selecting Vending machines, Contractor agrees to comply with all applicable Federal, State and Local laws and regulations, including but not limited to the Fire Code and the American With Disabilities Act, and to maximize access for the greatest number of persons, as reasonably feasible.

### **ARTICLE IV** **SERVICES BY CITY**

4.01 Subject to the requirements of Section 3.01 of this Agreement, City, at City's sole cost and expense, will provide Contractor, for the term of this Agreement and any renewal period, the following: (1) access to locations with sufficient space to properly install, service and maintain Vending machines; and, (2) all existing utility connections. Contractor shall be solely responsible for all new utility connections necessary to meet the requirements of this Agreement, as set forth in Section 5.02(d). CITY shall not be responsible for damage to any Machine or merchandise contained in any Machine due to any interruption of electrical service or power failure.

4.02 Any other provision hereunder notwithstanding, this Agreement does not create nor impose an obligation on City to create space or install utility connections for vending services.

### **ARTICLE V** **SERVICES BY CONTRACTOR**

5.01 Contractor shall provide all equipment required and necessary to properly furnish City with vending services for the term of this Agreement and any renewal hereof and shall complete installation of Contractor's Machines at the initial locations mutually

agreed to by the Parties on or before the ninety (90) day following the effective date of this Agreement. The City reserves the right to include or exclude additional locations during the term of the Agreement at the sole discretion of the Director of Asset Management or designee, as provided in Section 12.02. **It is agreed between the Parties that the equipment and Machines are and shall remain the property of Contractor and CITY shall not be liable for damage to the Vending machines or their contents for any reason, whether such damage is caused by negligent or intentional acts.**

5.02 Contractor shall be responsible for and shall provide City the following services at Contractor's sole cost and expense:

- a. all necessary maintenance, routine maintenance and repair of the Machines including replacement of a Machine if repairs and/or maintenance cannot be completed on site after Contractor is made aware of any malfunction which prevents normal operation of the Machine; Contractor agrees to provide an on-call maintenance program during business hours and to respond to City 's request for maintenance or repair within twenty-four (24) hours on business days, unless any portion of the twenty-four (24) hour period occurs on a holiday or non-business day, in which case Contractor shall have seventy-two (72) hours to perform service; Contractor shall either have the Machine repaired or replaced within the allotted time after receiving a request for maintenance or repair from City;
- b. provide new or Class A used/refurbished Machines that are nationally recognized brands within the vending industry;
- c. All new Machines purchased to meet the requirements of this Agreement must be Data Exchange (DEX) capable, unless another comparable system is approved by the Director of Asset Management or their designee, however it is the understanding of the Parties that Machines presently owned by Contractor that shall be utilized under this Agreement are not DEX capable and this is acceptable to City;
- d. provide Machines capable and properly sized for existing electrical branch circuits and receptacles; and subject to Section 4.01 of this Agreement, in the event that a Machine requires electrical service that differs from what is currently installed or available, Contractor shall be responsible for retaining a licensed electrical contractor to perform the required modifications according to the processes provided for by applicable City Codes, Ordinances, regulations and rules;
- e. provide a petty cash fund for lost money refunds to a designated contact person at each vending location or, where a designated person is unavailable, a posted list where patrons can write down their name, how much money was lost, and where they can be reimbursed on next service visit;
- f. provide and maintain at all times a clearly visible telephone number on each Machine for service calls and post the City approved lost money reimbursement procedure, in similar form as outlined in Section 5.02 (f), at each vending location;



- g. during each service visit, check with a designated contact person at each vending location to reimburse that person for any and all lost money claims;
- h. stock only standard and nationally name brand items of first class standard grades and of good quality in the Machines from the list of all available items provided by Contractor attached hereto and incorporated herein as Exhibit "A"; merchandise of a lesser quality or substantially different type may not be placed in the Machines without written approval from City;
- i. coordinate with City staff at each location on the type and mix of food items listed in Exhibit "A" that will be stocked in the Machines;
- j. 20% of the total slots available in each Machine (30% of the total slots available in Machines located in Community Centers) shall be stocked with healthy items that meet or exceed the Fit City Guidelines (it is the understanding of the Parties hereto that the Health Department shall require 100% "healthy choice" snack items to include 75% of the total slots available stocked with healthy items that meet or exceed the Fit City Guidelines and the remaining 25% to be chosen from a list pre-approved by the Health Department and said list shall be reviewed by the Health Department on an annual basis;
- k. only use pre-packaged products in the Machines labeled with expiration dates that are clearly printed and visible and ensure that no outdated snack/food items are sold and Contractor shall comply with all applicable regulations and qualifications regarding packaging, labeling, ingredient listing and standards;
- l. shall ensure that all Machines are properly stocked at all times during the term and any renewal of this Agreement, with the minimum re-stocking visits necessary to provide and maintain wholesome foods, but in any event not less than once per week;
- m. ensure that all Vending machines are maintained in good working order and are kept clean and sanitized;
- n. ensure that all Machines and access to Machines meet the requirements of the American Disabilities Act and the Occupational Safety and Health Act of 1970 (OSHA);
- o. ensure that as necessary, according to the products being vended, microwave ovens and stands are provided by Contractor at the existing locations and cleaned whenever dirty, but at a minimum, each time adjacent Machines are serviced;
- p. ensure that all Machines accept dollar bills or, alternatively, that a "bill-changing" machine that, at a minimum, accepts \$1.00 bills is co-located with all Vending machines placed under the terms of this Agreement;
- q. ensure that all Machines will accept any and all U.S. dollar coins;
- r. provide adequately trained personnel to provide the services herein described; require that all Contractor personnel wear a uniform and/or badge that clearly identifies the name of both the person performing the service and the contractor while on the premises; and, ensure that Contractor personnel comply with all rules and regulations applicable to City employees while on the Premises;
- s. ensure that while performing the duties and obligations set out in this Agreement, best efforts are utilized by Contractor's employees, agents and representatives to work in a manner that minimizes interference with City staff and other persons

ability to move freely and safely in the area in close proximity to the Vending machines; and

- t. wherever possible, install and use energy management devices on Vending machines.

5.03 If Contractor maintains any kitchen, bakery and/or fresh food production facilities at any time during the term of this Agreement, Contractor warrants and represents that such food service operations shall be State inspected and shall comply with and continue to comply with all federal, state and local laws and regulations pertaining to food production, packaging and delivery services, as applicable.

5.04 In the event that Contractor receives a score of seventy-five (75) or below on a health department report for any of its food service operations, such an event shall be a breach of this Agreement and City, in its sole discretion, may immediately suspend all activities under this Agreement, order the immediate removal of any or all food items from City Premises, terminate this Agreement and/or seek any remedy at law available to City damages resulting from such breach.

## **ARTICLE VI**

### **PRICE OF MERCHANDISE AND ACCESS TO RECORDS**

6.01 Prices of products to be placed in the Machines are as identified on Exhibit "A" attached hereto and incorporated herein, as if fully set out. All prices are fixed for the initial two years from the effective date of this contract and thereafter, requests for changes in pricing shall be submitted in writing by Contractor to the Director of Asset Management Department with documentation supporting the request. The City shall have sole authority to approve/reject such requested changes and such changes shall be made in the manner set forth in Section 12.02.

6.02 Contractor shall maintain, in San Antonio, Texas, accounting records in connection with this Agreement, consistent with generally accepted accounting principals. These records will be maintained for the duration of the Agreement, including any renewal term, and three (3) years thereafter. Contractor agrees to and shall, at any reasonable time, allow the City, or City's designated representative, access to all its records, including but not limited to the accounting records, that the City, in its sole discretion, determines to be relevant to this Agreement, for examination and audit purposes and to allow copies and/or excerpts to be made. The Parties agree and understand that access to Contractor's records necessarily includes City's access to the Vending machines themselves for the purpose of examining and reading meters.

6.03 To the extent Contractor utilizes any subcontractor under this Agreement, Contractor agrees to and shall ensure that the terms and conditions of Section 6.02 are applicable to each and every subcontractor and Contractor shall further ensure that the City, by and through the Contractor's agreement with the subcontractor, shall have access to said subcontractor's books and records for examination and audit purposes and that the City is allowed to make copies and/or excerpts of same.

## **ARTICLE VII**

### **INDEMNITY**

7.01 Contractor covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant or Subcontractor of Contractor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Contract, all without however, waiving any governmental immunity available to the City under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract and shall see to the investigation and defense of such claim or demand at Contractor's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this Section.

7.02 It is the EXPRESS INTENT of the parties to this Contract, that the INDEMNITY provided for in this section, is an INDEMNITY extended by Contractor to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the City's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. Contractor further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

## **ARTICLE VIII**

### **INSURANCE**

8.01 Prior to the commencement of any work under this Contract, Contractor shall furnish an original completed Certificate(s) of Insurance to the City's *Asset Management Department and City Clerk's Office*, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Contract until such certificate shall have been delivered to the City's *Asset Management Department and the City Clerk's Office*, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

8.02 The City reserves the right to review the insurance requirements of this section during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the City allow modification whereupon the City may incur increased risk.

8.03 A Contractor's financial integrity is of interest to the City, therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated **A-** or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
2. Commercial General (public) Liability Insurance to include coverage for the following:	
a. Premises/Operations	For <u>Bodily Injury</u> and
b. Independent Contractors	<u>Property Damage</u> of
c. Products/completed operations	\$1,000,000 per occurrence; \$2,000,000 general aggregate
d. Personal Injury	or its equivalent in umbrella or
e. Contractual liability	excess liability coverage

3. Business Automobile Liability

- |                          |  |
|--------------------------|--|
| a. Owned/leased vehicles | <u>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily |
| b. Non-owned vehicles    | <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of            |
| c. Hired vehicles        | \$1,000,000 per occurrence.                                      |

8.04 The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

8.05 Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- ◆ Name the City and its officers, employees, volunteers and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- ◆ The Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under the contract with the City of San Antonio; and
- ◆ Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.

8.06 Contractor shall notify the City in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

**City of San Antonio  
Asset Management Department  
Department, P.O. Box 839966  
San Antonio, Texas 78283-3966**

**City of San Antonio  
City Clerk's Office  
P.O. Box 839966  
San Antonio, Texas 78283-3966**

8.07 If Contractor fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due, to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

8.08 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its Subcontractors' performance of the work covered under this Agreement.

#### **ARTICLE IX** **LIAISONS AND NOTICES**

9.01 Unless written notification by Contractor to the contrary is received by City, Contractor's Tammy Lull shall be its designated representative responsible for the management of this Agreement.

9.02 Unless written notification by City to the contrary is received by Contractor, the Director of the Asset Management Department, shall be City's designated representative responsible for management of this Agreement.

9.03 Communications between City and Contractor shall be directed to the designated representatives of each as set forth above.

9.04 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and either hand-delivered, transmitted via facsimile or mailed, registered or certified mail, postage prepaid, to the addresses or facsimile telephone number set forth below:

**CITY:**

City of San Antonio  
Asset Management Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966  
(210) 207-4081, Fax (210) 207-7888

**CONTRACTOR:**

Independent Vendors of San Antonio, Ltd.  
20610 View Meadow  
San Antonio, Texas 78258  
(210) 559-7561

Notice of change of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of such change.

## **ARTICLE X** **PROCEEDS**

10.01 As consideration for the benefits granted under this Agreement, Contractor agrees to and shall pay City twelve percent (12%) of gross revenues received each month by Contractor or its Subcontractor.

10.02 Commission payments to the City shall be based upon a percentage of Adjusted Metered Gross Receipts. Adjusted Metered Gross Receipts are defined as the amount of computed receipts, based upon the cash sales meter readings, that should have been removed from the Vending machine at the time of service, less refunds, test vends, and burglaries.

10.03 All Vending machines must have internal electronic, non-resettable cash sales meters. Upon commencement of the contract, meters will be read, recorded and mutually verified with Department of Asset Management personnel at the time of installation. Period ending cash sales meter readings will be required for every Vending machine with each monthly Sales and Commission Report. Electronic meter readings will be subject to audit by the City, its representatives, or an authorized third party at any time.

- a. Commission payments and Sales and Commission Reports from the Contractor are due to the Department of Asset Management by the twentieth(20th) of the month for the previous month's transactions. Monthly Sales and Commission reports for vending services shall include the following information:
  1. Location
  2. Machine serial number
  3. Machine Type
  4. Beginning Cash Sales Meter reading for the reporting period per Machine
  5. Ending Cash Sales Meter reading for the reporting period per Machine.
  6. Metered Gross Receipts per Machine
  7. Adjustments to Metered Gross Receipts per Machine (less refunds, test vends, and burglaries)
  8. Adjusted Metered Gross Receipts per Machine
  9. Commission Rate for each Machine
  10. Commission Due for each Machine
  11. Summary of Metered Gross Receipts, Adjustments to Metered Gross Receipts, Adjusted Metered Gross Receipts and Commissions Due for all Machines

10.04 The Report required under Section 10.03 shall be accompanied by a check made payable to the City of San Antonio, Texas for the total amount of the commission due from revenues collected from all Vending machines placed under the authority of this Agreement.

10.05 Contractor agrees and understands that, as required and provided in this Agreement, City reserves the right to audit Contractor's and its subcontractors' books and records which the City determines relevant to this Agreement, for the purpose of determining the accuracy of the reported gross revenues and Contractor's and its subcontractors' compliance with this Agreement. City, if it elects, has the right to require that any or all such books and records be submitted for audit to City or to a Certified Public Accountant selected by City, or any other City designee. If it shall be determined, as a result of such audit, that there has been a deficiency in the gross revenues reported to the City or the payments due to City hereunder, then such deficiency shall become immediately due and payable with interest at the maximum legal rate under applicable law from the date when said payments should have been made. In addition, if gross revenues or payments have been understated by more than two percent (2%) of the gross revenues reported to the City during the previous reporting period, then the entire expense of the audit shall be borne by the Contractor.

10.07 Contractor agrees and understands that Contractor shall be solely responsible for and shall pay without delinquency any and all applicable Federal, State or Local taxes and fees, as applicable

## **ARTICLE XI** **LEGAL AUTHORITY**

11.01 Contractor represents, warrants, assures and guarantees that the person/entity signing this Agreement on its behalf possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein set out.

## **ARTICLE XII** **CHANGES AND AMENDMENTS**

12.01 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by written amendment.

12.02 As expressed in Section 1.02 of this Agreement, the Parties agree that the locations of the Machines, as well as the type and/or number of Machines at a particular location, is subject to change within the sole discretion of the City. To the extent locations are added or deleted or the type or number of Machines at a particular location for Vending machines are altered or product pricing, as set forth in Exhibit "A", is changed, as provided for in Section 6.01, this Agreement does not need to be



formally amended, but in lieu thereof, a letter on City Letterhead sent to Contractor by the City's Director of Asset Management regarding the changes contemplated in this Section shall suffice to accomplish the change. Said letter(s) shall become part of and be incorporated into this Agreement and shall set forth the location(s), the type(s), serial number(s), as available, and/or number of Machine(s) involved as well as the target date for either removal or placing of the Machine(s) and the changes in pricing. The letter shall be sent to Contractor in a manner provided in Article IX of this Agreement as soon as possible but not less than five (5) business days before the proposed change(s) occur. Contractor agrees to and shall comply with the terms and conditions set out in any such letter received under this provision.

12.03 It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

### **ARTICLE XIII** **ASSIGNMENTS**

13.01 No Party hereto shall transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising thereunder without the express written consent of the other Party. This includes but is not limited to a change in Contractor's legal structure and/or joint venture agreement. Any attempt at transfer, pledge or other assignment contrary to this provision shall be *void ab initio* and shall confer no rights upon any third person.

### **ARTICLE XIV** **SEVERABILITY OF PROVISIONS**

14.01 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein.

### **ARTICLE XV** **ENTIRE AGREEMENT**

15.01 This Agreement constitutes the final and entire understanding between the Parties hereto. No other agreements, oral or otherwise, exists.

**ARTICLE XVI**  
**TEXAS LAW TO APPLY**

16.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas. Venue shall lie in Bexar County, Texas.

**ARTICLE XVII**  
**CAPTIONS**

17.01 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

**ARTICLE XVIII**  
**LIENS PROHIBITED**

18.01 Contractor agrees and understands that Contractor has no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of City or Contractor in the Premises.

**ARTICLE XIX**  
**EVENTS OF DEFAULT**

19.01 Notwithstanding any other provision contained in this Agreement, each of the following events (herein individually referred to as an "Event of Default") shall be deemed to be a default in or breach of Contractor's obligations under this Agreement:

- a. Contractor's failure to pay any commission when due to City, as required herein;
- b. Contractor (i) vacates or abandons all or a substantial portion of the Premises without City's consent or (ii) fails to continuously operate a vending machine business;
- c. Contractor fails to discharge any lien placed upon the Premises in violation of Article XVIII hereof within twenty (20) days after any such lien or encumbrance is filed against the Premises;
- d. Contractor shall fail to comply with any term, provision or covenant of this Agreement and shall not cure such failure, to the satisfaction of City, within twenty (20) days after written notice thereof from City.

19.02 Upon each occurrence of an Event of Default, City shall have the option, without any notice or demand, to terminate this Agreement and enter upon and take possession of the Premises and expel or remove Contractor and Contractor's property from the Premises, to the extent allowed by law.

19.03 If City terminates this Agreement under this Article, Contractor shall be liable for and shall pay to City all the sums owed to City hereunder accrued to the date of such termination, plus, the costs of removing, storing or disposing of Contractor's property, if any, and all reasonable expenses incurred by City in enforcing or defending City's rights

and/or remedies hereunder, including without limitation, all reasonable attorneys' fees and all court costs incurred in connection with such enforcement or defense.

19.04 Notwithstanding any other provision in this Agreement, either Party may terminate this Agreement at any time, without cause, by giving the other Party one hundred eighty (180) days written notice.

19.05 The Parties agree that forbearance by City to enforce any of its rights under this Agreement or at law or in equity shall not be a waiver of City's right to enforce any one or more of its rights, including any right previously forborne, in connection with any existing or subsequent default. Pursuit of any remedies hereunder shall not preclude the pursuit of any other remedy herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any sums due to City hereunder or of any damages occurring to City by reason of the violation of any of the terms, provisions and covenants contained in this Agreement. No waiver by City of any violation or breach of any of the terms, provisions and covenants of this Agreement shall be deemed or construed to constitute a waiver of any other violation or default.

## **ARTICLE XX**

### **CONFLICT OF INTEREST**

20.01 Contractor acknowledges that it is informed that the City Charter prohibits contracts between the City of San Antonio and any Public Official, such as City-owned utilities and certain City boards and commissions, and that Texas law prohibits a local public official from acting as surety for a business entity that has work, business or a contract with the governmental entity or acts as a surety on any official bond required. Contractor certifies (and this Agreement is made in reliance thereon) that neither it, its individual officers, employees, or agents, nor any person having a substantial interest, as defined by Texas law, in this Agreement is an officer or employee of the City herein or any of its agencies. Contractor has tendered to City a Disclosure Statement in compliance with the City Ethics Ordinance.

**ARTICLE XXI**  
**LIMITED PARTNERSHIP AGREEMENT**

21.01 Contractor agrees to and shall provide City with a true and accurate copy of its Limited Partnership Agreement and any and all related documents on or before the fifth (5<sup>th</sup>) day following execution of this Agreement. Subject to Section 13.01 of this Agreement, Contractor further agrees to and shall provide City with any and all changes to these documents as soon after the change as possible but not more than three (3) business days after the change becomes effective.

**AGREED TO IN DUPLICATE ORIGINALS, TO BE EFFECTIVE ON June 15, 2006.**

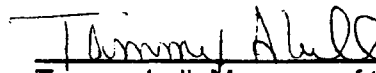
**CITY OF SAN ANTONIO CONTRACTOR**  
**a Texas Municipal Corporation**

**INDEPENDENT VENDORS OF**  
**SAN ANTONIO, LTD., a Texas**  
**Limited Partnership**

BY: \_\_\_\_\_  
Sheryl Sculley  
City Manager

BY: Independent Vendors of San  
Antonio Management, L.L.C.,  
Title: General Partner

Attest: \_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Tammy Lull, Manager of the General  
Partner, for and on behalf of the Limited  
Partnership

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**ATTACHMENTS**

EXHIBIT "A"- Food and Price of Each Item available for Vending Purposes from Contractor

# EXHIBIT A

Page 1 of 7

"H" Denotes Healthy Choice Item

## Current Product List and Pricing

This list is an example of the many different product carried.

MANUFACTURER	CATEGORY	DESCRIPTION	SIZE	PRICE	NOTE
DANON	COLD	YOGURT	6oz.	\$ 0.85	
FRESH	COLD	ASSORTED FRUIT		\$ 0.85	
CAN	COLD	V-8 JUICE	12OZ	\$ 1.00	
CAN	COLD	SLIM FAST CHOC. AND VANILLA	12.OZ	\$ 1.00	
BOTTLE	COLD	BORDEN MILK CHOC. / VAN	12OZ	\$ 1.25	
HORIZON	COLD	FAT FREE MILK	8 oz	\$ 1.25	
BAGELTIME	HOT/FROZEN	BAGEL W/CRM CHEESE/TRAY/KNIFE		\$ 1.40	
BAGELTIME	HOT/FROZEN	BLUBRY BAGEL W/ CRM CHEESE/TRAY		\$ 1.40	
BAGELTIME	HOT/FROZEN	CIN RSN BAGEL W/ CRM CHEESE/TRAY		\$ 1.40	
BRIDGEFORD	HOT/FROZEN	BEEF POLISH SAUSAGE SANDWICH	4.63 oz	\$ 2.00	
BRIDGEFORD	HOT/FROZEN	HOT LINK SANDWICH	4.63 oz	\$ 2.00	
BRIDGEFORD	HOT/FROZEN	ROAST BEEF AND CHEESE	4.75 oz	\$ 2.00	
BUDDY'S	HOT/FROZEN	CROISSANT CLUB HAM AND TURKEY	5.00 oz	\$ 2.00	
BUDDY'S	HOT/FROZEN	HAM AND CHEESE GRILLED	4.60 oz	\$ 2.00	
CAMPBELLS	HOT/FROZEN	CHICKEN NOODLE SOUP RTS		\$ 1.00	
CHEF AMERICA	HOT/FROZEN	HOT POCKET BEEF & CHEDDAR	4.00 oz	\$ 1.50	
CHEF AMERICA	HOT/FROZEN	HOT POCKET EGG & SAUSAGE W/CHEESE	4.00 oz	\$ 1.50	
CHEF AMERICA	HOT/FROZEN	HOT POCKET HAM 'N CHEESE	4.00 oz	\$ 1.50	
CHEF AMERICA	HOT/FROZEN	HOT POCKET JALAPENOS STK W/CHEESE	4.00 oz	\$ 1.50	
CHEF AMERICA	HOT/FROZEN	HOT POCKET MEATBALLS W/MOZRLA	4.00 oz	\$ 1.50	
CHEF AMERICA	HOT/FROZEN	HOT POCKET PEPPERONI PIZZA	4.00 oz	\$ 1.50	
CHEF AMERICA	HOT/FROZEN	HOT POCKET TURKEY & HAM W/CHEDDAR	4.00 oz	\$ 1.50	
CLOVERHILL BAKING	HOT/FROZEN	BIG BEAR CLAW	4.00 oz	\$ 0.85	
CLOVERHILL BAKING	HOT/FROZEN	BIG TEXAS CINN. ROLL	4.00 oz	\$ 0.85	
CLOVERHILL BAKING	HOT/FROZEN	BLUEBERRY CHEESE CLAW	4.00 oz	\$ 0.85	
CLOVERHILL BAKING	HOT/FROZEN	CHEESE ROUND	4.00 oz	\$ 0.85	
CLOVERHILL BAKING	HOT/FROZEN	CHERRY CHEESE CLAW	4.00 oz	\$ 0.85	
CLOVERHILL BAKING	HOT/FROZEN	CINN. COFFEE CRUMB CAKE	4.00 oz	\$ 0.85	
CLOVERHILL BAKING	HOT/FROZEN	JUMBO GLAZED DONUT	4.50 oz	\$ 0.85	
CLOVERHILL BAKING	HOT/FROZEN	JUMBO ICED HONEY BUN	4.75 oz	\$ 0.85	
CLOVERHILL BAKING	HOT/FROZEN	PECAN ROUND	4.00 oz	\$ 0.85	
CLOVERHILL BAKING	HOT/FROZEN	SPUREME BUTTERHORN SWIRL	4.00 oz	\$ 0.85	
CLOVERHILL BAKING	HOT/FROZEN	SUPREME CAMEL SWIRL	3.75 oz	\$ 0.85	
DELI EXPRESS	HOT/FROZEN	CHICKEN & SWISS		\$ 2.00	
DELI EXPRESS	HOT/FROZEN	DOUBLE CHARBROIL		\$ 2.00	
DELI EXPRESS	HOT/FROZEN	GRILLED HAM & CHEESE		\$ 2.00	
DELI EXPRESS	HOT/FROZEN	JALAPENO CHEESEBURGER		\$ 2.00	
DON MIGUEL	HOT/FROZEN	CHICKEN BEAN & RICE CHIMICHANGA		\$ 2.00	
DON MIGUEL	HOT/FROZEN	HAM & EGG BREAKFAST BURRITO		\$ 2.00	
DON MIGUEL	HOT/FROZEN	STEAK CHIMICHANGA		\$ 2.00	
EDWARDS	HOT/FROZEN	PECAN PIE		\$ 1.00	
FAST CHOICE	HOT/FROZEN	FISH AND CHEESE SANDWICH		\$ 2.00	
FAST CHOICE	HOT/FROZEN	SMOKED HAM & CHEESE		\$ 2.00	
HOT POCKET	HOT/FROZEN	LEAN POCKET HAM / CHEESE		\$ 1.50	
HORMEL	HOT/FROZEN	BEEF TAMALES		\$ 1.25	
HORMEL	HOT/FROZEN	CHICKEN NOODLE SOUP		\$ 1.25	
HORMEL	HOT/FROZEN	CHILI NO BEANS		\$ 1.25	
HORMEL	HOT/FROZEN	CHILI W/BEANS		\$ 1.25	
HORMEL	HOT/FROZEN	DINTY MOORE BEANS & WEANIES		\$ 1.25	
HORMEL	HOT/FROZEN	DINTY MOORE BEEF STEW		\$ 1.25	
HORMEL	HOT/FROZEN	HORMEL CHILI MAC		\$ 1.25	
HORMEL	HOT/FROZEN	HORMEL LASAGNA		\$ 1.25	
HORMEL	HOT/FROZEN	HORMEL NOODLES & CHICKEN		\$ 1.25	
HORMEL	HOT/FROZEN	HORMEL SCLLP POTATO & HAM		\$ 1.25	
HORMEL	HOT/FROZEN	HOT CHILI W/BEANS		\$ 1.25	
HORMEL	HOT/FROZEN	MOORE NOODLES & CHICKEN		\$ 1.25	
HORMEL	HOT/FROZEN	SPAGHETTI & MEATBALL		\$ 1.25	
HUNT WESSON	HOT/FROZEN	CHILI W/BEANS		\$ 2.00	
HUNT WESSON	HOT/FROZEN	CHILI W/O BEANS		\$ 2.00	
JIMMY DEAN	HOT/FROZEN	COUNTRY FRIED STEAK SANDWICH		\$ 2.75	
JIMMY DEAN	HOT/FROZEN	DOUBLE PORK CHOP SANDWICH		\$ 2.75	
JIMMY DEAN	HOT/FROZEN	HAM EGG & CHEESE BAGEL		\$ 1.50	
JIMMY DEAN	HOT/FROZEN	JIMMY DEAN JALAPENO GRILLER	5.00 oz	\$ 1.75	
JIMMY DEAN	HOT/FROZEN	MAPLE SAUSAGE/BISQUIT TWIN		\$ 1.00	
JIMMY DEAN	HOT/FROZEN	PORK GRILLER SANDWICH		\$ 1.75	

## Current Product List and Pricing

This list is an example of the many different product carried.

MANUFACTURER	CATEGORY	DESCRIPTION	SIZE	PRICE	NOTE
JIMMY DEAN	HOT/FROZEN	RUDY'S TWIN SAUSAGE & BISCUIT	2.75 oz	\$ 1.00	
JIMMY DEAN	HOT/FROZEN	SPICY CHICKEN CAJUN SANDWICH		\$ 2.75	
LITTLE CHARLIES	HOT/FROZEN	EGG ROLL		\$ 1.00	
LITTLE CHARLIES	HOT/FROZEN	FRENCH BREAD PEPPERONI PIZZA		\$ 1.75	
MARUCHAN	HOT/FROZEN	BEEF INSTANT SOUP	2.25 oz	\$ 0.75	
MARUCHAN	HOT/FROZEN	CHICKEN INSTANT SOUP	2.25 oz	\$ 0.75	
MARUCHAN	HOT/FROZEN	PICANTE SHRIMP SOUP	2.25 oz	\$ 0.75	
MARUCHAN	HOT/FROZEN	SHRIMP INSTANT SOUP	2.25 oz	\$ 0.75	
PIERRE FOODS	HOT/FROZEN	BACON/EGG/CHEESE		\$ 2.25	
PIERRE FOODS	HOT/FROZEN	BBQ BIG RIG SANDWICH	7.50 oz	\$ 2.75	
PIERRE FOODS	HOT/FROZEN	BBQ PORK RIB W/SAUCE	5.80 oz	\$ 2.50	
PIERRE FOODS	HOT/FROZEN	BUFFALO WING TRAY	5.00 oz	\$ 2.50	
PIERRE FOODS	HOT/FROZEN	CHICKEN SALAD WEDGE	4.20 oz	\$ 1.75	
PIERRE FOODS	HOT/FROZEN	COUNTRY FRIED STEAK	7.00 oz	\$ 2.50	
PIERRE FOODS	HOT/FROZEN	HONEY MUSTARD CHICKEN		\$ 2.50	
PIERRE FOODS	HOT/FROZEN	JALAPENO CHEESEBURGER	6.00 oz	\$ 2.50	
PIERRE FOODS	HOT/FROZEN	JUMBO BACON CHEESEBURGER	6.00 oz	\$ 2.50	
PIERRE FOODS	HOT/FROZEN	JUMBO CHEESEBURGER	7.00 oz	\$ 2.50	
PIERRE FOODS	HOT/FROZEN	JUMBO SPICY CHICKEN BREAST	6.30 oz	\$ 2.50	
PIERRE FOODS	HOT/FROZEN	MONTERREY RANCH CHICKEN		\$ 2.25	
PIERRE FOODS	HOT/FROZEN	TUNA SALAD WEDGE	4.00 oz	\$ 1.75	
PIERRE FOODS	HOT/FROZEN	TWIN CHEESEBURGER		\$ 1.75	
PIERRE FOODS	HOT/FROZEN	TWIN CHICKEN SANDWICH	4.30 oz	\$ 1.75	
PIERRE FOODS	HOT/FROZEN	TWIN CHILI CHEESE DOG	7.00 oz	\$ 2.25	
POSADA/BUTCHER BOY	HOT/FROZEN	BEEF & BEAN BURRITO	5.00 oz	\$ 1.75	
POSADA/BUTCHER BOY	HOT/FROZEN	BEEF & BEAN GREEN CHILI BR	5.00 oz	\$ 1.75	
POSADA/BUTCHER BOY	HOT/FROZEN	BEEF RED HOT BURRITO	5.00 oz	\$ 1.75	
POSADA/BUTCHER BOY	HOT/FROZEN	CHICKEN CHIMICHANGA	5.00 oz	\$ 1.75	
POSADA/BUTCHER BOY	HOT/FROZEN	POS CHICKEN MONTERREY	5.00 oz	\$ 1.75	
POSADA/BUTCHER BOY	HOT/FROZEN	SHREDDED BEEF CHIMICHANG	5.00 oz	\$ 1.75	
SMILEY'S	HOT/FROZEN	CHEESE STEAK HOAGIE		\$ 2.25	
SMILEY'S	HOT/FROZEN	PEPPER STEAK SANDWICH		\$ 2.25	
SMILEY'S	HOT/FROZEN	PHILLY CHEESE STEAK		\$ 2.25	
SUPER STUFFER	HOT/FROZEN	SAUSAGE & BISCUIT	4.0 oz	\$ 1.00	
SUPER STUFFER	HOT/FROZEN	SAUSAGE, GRAVEY & BISCUIT	4.6 oz	\$ 1.00	
NESTLE GALACTIC POP	ICE CREAM	ICE CREAM		\$ 1.00	
ROSATI CRY BABY ITALIAN ICE	ICE CREAM	ICE CREAM		\$ 1.00	
GOOD HUMOR CHOC. ÉCLAIR	ICE CREAM	ICE CREAM		\$ 1.00	
NESTLE STRAWB. SHORTCAKE	ICE CREAM	ICE CREAM		\$ 1.00	
DREYERS STRAWB FRUIT BAR	ICE CREAM	ICE CREAM		\$ 1.00	
NESTLE CRUNCH	ICE CREAM	ICE CREAM		\$ 1.00	
BLUE BELL FUDGE BAR	ICE CREAM	ICE CREAM		\$ 1.00	
NESTLE BUTTERFINGER BAR	ICE CREAM	ICE CREAM		\$ 1.25	
NESTLE CARNATION ICE SAND	ICE CREAM	ICE CREAM		\$ 1.25	
NESTLE DRUMSTICK	ICE CREAM	ICE CREAM		\$ 1.25	
SNICKERS BIG ONE	ICE CREAM	ICE CREAM		\$ 1.25	
GOOD HUMOR COOKIE SANDW	ICE CREAM	ICE CREAM		\$ 1.25	
SUPERSICLE FIECRACKER	ICE CREAM	ICE CREAM		\$ 1.00	
CRAMSICLE BAR	ICE CREAM	ICE CREAM		\$ 1.00	
LKLONDIKE KRUNCH BAR	ICE CREAM	ICE CREAM		\$ 1.00	
REESE'S PEANUT BUTTER BAR	ICE CREAM	ICE CREAM		\$ 1.25	
AUSTIN	SNACKS	ASTN CHEESE ON CHEESE CRKR	1.40 oz	\$ 0.60	
AUSTIN	SNACKS	ASTN CHEESE P/B CRKR	1.40 oz	\$ 0.60	
AUSTIN	SNACKS	ASTN CREAM CHSE CHIVE CRKR	1.40 oz	\$ 0.60	
AUSTIN	SNACKS	ASTN DOLPHINS & FRIENDS CHDR	2.00 oz	\$ 0.60	
AUSTIN	SNACKS	ASTN LEMON OH'S	1.80 oz	\$ 0.60	
AUSTIN	SNACKS	ASTN TOAST P/B CRACKER	1.40 oz	\$ 0.60	
AUSTIN	SNACKS	ASTN WHEAT 'N CHEDDAR	1.40 oz	\$ 0.60	
AUSTIN	SNACKS	ASTN ZOO ANIMAL CRACKER	2.00 oz	\$ 0.70	H
BISCO AMERICA (BASIL'S)	SNACKS	BSCO CHOCOLATE ZOO ANIMAL	1.75 oz	\$ 0.70	H
BISCO AMERICA (BASIL'S)	SNACKS	BSCO DANISH SHORTBREAD	2.00 oz	\$ 0.70	
BISCO AMERICA (BASIL'S)	SNACKS	BSCO HEATH ENGLISH TOFFEE	2.00 oz	\$ 0.70	
BISCO AMERICA (BASIL'S)	SNACKS	BSCO LSS BROWNIE CRISPS	3.00 oz	\$ 0.70	
BISCO AMERICA (BASIL'S)	SNACKS	BSCO PECAN SHORTBREAD	2.00 oz	\$ 0.70	
BISCO AMERICA (BASIL'S)	SNACKS	BSCO SNICKERDOODLE	2.00 oz	\$ 0.70	

## Current Product List and Pricing

This list is an example of the many different product carried.

MANUFACTURER	CATEGORY	DESCRIPTION	SIZE	PRICE	NOTE
BISCO AMERICA (KNOTT'S)	SNACKS	BSCO KNOTTS APRICOT	2.00 oz	\$ 0.70	H
BISCO AMERICA (KNOTT'S)	SNACKS	BSCO KNOTTS BLUEBERRY	2.00 oz	\$ 0.70	H
BISCO AMERICA (KNOTT'S)	SNACKS	BSCO KNOTTS BOYSENBERRY	2.00 oz	\$ 0.70	H
BISCO AMERICA (KNOTT'S)	SNACKS	BSCO KNOTTS RASPBERRY	2.00 oz	\$ 0.70	H
BLUE DIAMOND	SNACKS	SMOKEHOUSE ALMONDS		\$ 0.70	
CHARMS	SNACKS	CHARMS SUGAR BABIES	1.75 oz	\$ 0.70	
CHATTANOOGA BAKERY	SNACKS	BANANA MOON PIE	2.75 oz	\$ 0.85	
CHATTANOOGA BAKERY	SNACKS	CHOCOLATE MOON PIE	2.75 oz	\$ 0.85	
CHATTANOOGA BAKERY	SNACKS	VANILLA MOON PIE	2.75 oz	\$ 0.85	
F&F FOXES	SNACKS	FOXES 5-FLAVOR MINT		\$ 0.60	
F&F FOXES	SNACKS	FOXES CINNAMON MINT		\$ 0.60	
F&F FOXES	SNACKS	FOXES PEPPERMINT MINT		\$ 0.60	
F&F FOXES	SNACKS	FOXES SNAPPLETS ASSORTED		\$ 0.60	
F&F FOXES	SNACKS	FOXES SPEARMINT MINT		\$ 0.60	
F&F FOXES	SNACKS	FOXES WINTERGREEN MINT		\$ 0.60	
FAMOUS AMOS	SNACKS	FA CHOCOLATE CHIP COOKIE	2.00 oz	\$ 0.70	
FAMOUS AMOS	SNACKS	FA CHOCOLATE SANDWICH	2.20 oz	\$ 0.70	
FAMOUS AMOS	SNACKS	FA OATMEAL RAISIN COOKIES	2.00 oz	\$ 0.70	
FAMOUS AMOS	SNACKS	FA R/F ICED GINGER SNAPS	1.80 oz	\$ 0.70	
FAMOUS AMOS	SNACKS	FA R/F ICED LEMON SNAPS	1.80 oz	\$ 0.70	
FARLEY	SNACKS	FARLEY CHERRY FRUIT SNACKS	2.50 oz	\$ 0.70	
FARLEY	SNACKS	FARLEY MIXED BERRY FRUIT SNACKS	2.50 oz	\$ 0.70	
FARLEY	SNACKS	FARLEY STRAWBERRY FRUIT SNACKS	2.50 oz	\$ 0.70	
FRITO LAY INC.	SNACKS	BAKEN-ET HOT-N-SPICY 72 CT	.50 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	CHEETO CRUNCHY 72 CT	1.13 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	BAKED CHEETO CRUNCH	1.13 oz	\$ 0.50	H
FRITO LAY INC.	SNACKS	CHEETO X'S & O'S 72 CT	1.00 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	CHEETOS FLAMIN' HOT 72 CT	1.13 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	CRACKER JACK ORIGINAL 48 CT	1.25 oz	\$ 0.55	
FRITO LAY INC.	SNACKS	DORITOS 4 CHEESE 72CT	1.00 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	DORITOS COOL RANCH 72 CT	1.00 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	DORITOS NACHO 3 D 7 CT	1.00 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	DORITOS NACHO CHEESE 72 CT	1.00 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	DORITOS SALSA VERDE 72 CT	1.00 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	FRITO BBQ 72 CT	1.25 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	FRITO CHILI CHEESE 72CT	1.25 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	FRITO REGULAR 72 CT	1.25 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	FRITO SABROSITAS LIME/CHILI 72 CT	1.25 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	FRITO TX HONEY BBQ 72 CT	1.25 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	FUNYUNS REGULAR 72 CT	.75 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	GRANDMA'S CHOC. CHIP 60 CT	2.75 oz	\$ 0.70	
FRITO LAY INC.	SNACKS	GRANDMA'S FUDGE C.C. 60 CT	2.75 oz	\$ 0.70	
FRITO LAY INC.	SNACKS	GRANDMA'S OATMEAL RAISIN 60 CT	2.75 oz	\$ 0.70	H
FRITO LAY INC.	SNACKS	GRANDMA'S P/B 60 CT	2.75 oz	\$ 0.70	
FRITO LAY INC.	SNACKS	LAY'S KC BBQ 72 CT	1.00 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	LAY'S REGULAR 72 CT	1.00 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	LAY'S SC & ONION 72 CT	1.00 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	MUNCHO REGULAR 72 CT	.88 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	PETER PAN CHS P/B CRKER 144CT	1.40 oz	\$ 0.60	
FRITO LAY INC.	SNACKS	PETER PAN TOAST P/B CRKER 144CT	1.40 oz	\$ 0.60	
FRITO LAY INC.	SNACKS	RICH-N-CHEWY CHOC. CHIP 60 CT	2.00 oz	\$ 0.70	
FRITO LAY INC.	SNACKS	ROLD GOLD TINY TWIST 72 CT	1.00 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	RUFFLE BBQ CHEDDAR 72 CT	1.00 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	RUFFLE CHED. & SC 72 CT	1.00 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	RUFFLE KC BBQ 72 CT	1.00 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	RUFFLE REGULAR 72 CT	1.00 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	RUFFLE RUSH SR CRM & ONION 72 CT	1.00 oz	\$ 0.50	
FRITO LAY INC.	SNACKS	SUN CHIP FRENCH ONION 72 CT	1.00 oz	\$ 0.50	H
FRITO LAY INC.	SNACKS	SUN CHIP HARVEST CHED. 72 CT	1.00 oz	\$ 0.50	H
FRITO LAY INC.	SNACKS	SUN CHIP ORIGINAL 72 CT	1.00 oz	\$ 0.50	H
FRITO LAY INC.	SNACKS	VANILLA CREME MINI 60 CT	2.25 oz	\$ 0.70	
GENERAL MILLS	SNACKS	GMILLS ASSORT. CEREAL TO GO	1.20 oz	\$ 0.65	
GENERAL MILLS	SNACKS	GMILLS BUGLES CHILI CON QUESO	.90 oz	\$ 0.50	H
GENERAL MILLS	SNACKS	GMILLS BUGLES NACHO	.90 oz	\$ 0.50	H
GENERAL MILLS	SNACKS	GMILLS BUGLES ORIGINAL	.90 oz	\$ 0.50	H

# EXHIBIT A

## Current Product List and Pricing

This list is an example of the many different product carried.

MANUFACTURER	CATEGORY	DESCRIPTION	SIZE	PRICE	NOTE
GENERAL MILLS	SNACKS	GMILLS CHEX MIX TRADITIONAL	1.75 oz	\$ 0.50	H
GENERAL MILLS	SNACKS	GMILLS MAPLE BRWN SUGR GRANLA	1.50 oz	\$ 0.60	H
GENERAL MILLS	SNACKS	GMILLS OATS-N-HONEY GRNLA	1.50 oz	\$ 0.60	H
GENERAL MILLS	SNACKS	GMILLS P/BUTTER GRANOLA	1.50 oz	\$ 0.60	H
GENERAL MILLS	SNACKS	ITALIAN RECIPE SNACK MIX	1.65 oz	\$ 0.60	
GENERAL MILLS	SNACKS	L/F MUSTARD PRETZEL MIX	1.65 oz	\$ 0.60	H
GENERAL MILLS	SNACKS	ORIGINAL SNAK-ENS	1.65 oz	\$ 0.60	
GENERAL MILLS	SNACKS	REDUCED FAT SNACK-ENS	1.65 oz	\$ 0.60	H
GOLDEN VALLEY	SNACKS	GLDV ACT II BUTTER 3.5 OZ	3.50 oz	\$ 0.70	
GOLDEN VALLEY	SNACKS	GLDV ACT II BUTTER LOVERS 3.5 OZ	3.50 oz	\$ 0.70	
GOLDEN VALLEY	SNACKS	GLDV ACT II CORN ON THE COB 3.5 OZ	3.50 oz	\$ 0.70	
GOLDEN VALLEY	SNACKS	GLDV ACT II LITE BUTTER 3.5 OZ	3.00 oz	\$ 0.70	
GOLDEN VALLEY	SNACKS	GLDV ACT II LITE NATURAL 3.0 OZ	3.00 oz	\$ 0.70	
GOLDEN VALLEY	SNACKS	GLDV ACT II NATURAL 3.0 OZ	3.50 oz	\$ 0.70	
GOODMARK	SNACKS	ANDY CAPP BBQ FRIES	1.00 oz	\$ 0.50	
GOODMARK	SNACKS	ANDY CAPP CHEDDAR FRIES	1.00 oz	\$ 0.50	
GOODMARK	SNACKS	ANDY CAPP HOT FRIES	1.00 oz	\$ 0.50	
GOODMARK	SNACKS	ANDY CAPP SALSA FRIES	1.00 oz	\$ 0.50	
GOODMARK	SNACKS	GOODMARK SLIM JIM	.70 oz	\$ 0.60	
HERITAGE WAFER	SNACKS	HRTG VANILLA S/F WAFER	1.75 oz	\$ 0.60	H
HERITAGE WAFER	SNACKS	HRTG VANILLA WAFER S/F R/F	1.75 oz	\$ 0.60	H
HERSHEY	SNACKS	HERS ALMOND JOY	1.65 oz	\$ 0.75	
HERSHEY	SNACKS	HERS HEATH BAR	1.40 oz	\$ 0.75	
HERSHEY	SNACKS	HERS HERSHEY W/ALMOND	1.55 oz	\$ 0.75	
HERSHEY	SNACKS	HERS KIT KAT	1.50 oz	\$ 0.75	
HERSHEY	SNACKS	HERS MILK CHOCOLATE	1.65 oz	\$ 0.75	
HERSHEY	SNACKS	HERS MR. GOODBAR	1.65 oz	\$ 0.75	
HERSHEY	SNACKS	HERS PAYDAY BAR	1.85 oz	\$ 0.75	
HERSHEY	SNACKS	HERS REESE'S NUTRAGEOUS	1.60 oz	\$ 0.75	
HERSHEY	SNACKS	HERS REESE'S P/B CUP	1.60 oz	\$ 0.75	
HERSHEY	SNACKS	HERS REESE'S PIECES	1.63 oz	\$ 0.75	
HERSHEY	SNACKS	HERS REESE'S STICKS	1.50 oz	\$ 0.75	
HERSHEY	SNACKS	HERS ROLO	1.93 oz	\$ 0.75	
HERSHEY	SNACKS	HERS TWIZZLER	2.00 oz	\$ 0.75	
HERSHEY	SNACKS	HERS TWIZZLER WATRMILK/CHERRY	2.00 oz	\$ 0.75	
HERSHEY	SNACKS	HERS WHATCHACALLIT	1.70 oz	\$ 0.75	
HERSHEY	SNACKS	HERS WHOPPER	1.75 oz	\$ 0.75	
HERSHEY	SNACKS	HERS YORKMINT	1.43 oz	\$ 0.75	
HERSHEY	SNACKS	HERS ZERO	1.85 oz	\$ 0.75	
HUNT WESSON	SNACKS	SWISS MISS CHOCOLATE PUDDING	3.50 oz	\$ 0.75	
HUNT WESSON	SNACKS	SWISS MISS VANILLA PUDDING	3.50 oz	\$ 0.75	
INTERNATIONAL HOME FOODS	SNACKS	CRUNCH - N - MUNCH REGULAR	1.00 oz	\$ 0.70	
JUDSON-ATKINSON	SNACKS	JUDSON CHERRY SOURS	2.00 oz	\$ 0.75	
JUST BORN	SNACKS	HOT TAMALES	2.12 oz	\$ 0.75	
JUST BORN	SNACKS	MIKE & IKE BERRY FRUIT	2.12 oz	\$ 0.75	
JUST BORN	SNACKS	MIKE & IKE GRAPE	2.12 oz	\$ 0.75	
JUST BORN	SNACKS	MIKE & IKE ORIGINAL	2.12 oz	\$ 0.75	
JUST BORN	SNACKS	MIKE & IKE TROPICAL	2.12 oz	\$ 0.75	
JUST BORN	SNACKS	ZOURS	2.12 oz	\$ 0.75	
KAR	SNACKS	KAR CASHEWS	1.00 oz	\$ 0.60	
KAR	SNACKS	KAR SUNFLOWER KERNELS	2.25 oz	\$ 0.60	
KAR	SNACKS	KAR SWEET 'N HOT MIX	2.25 oz	\$ 0.75	
KAR	SNACKS	KAR SWEET N SALTY MIX	2.00 oz	\$ 0.75	
KAR	SNACKS	KAR TRAIL MIX ALL ENERGY	2.25 oz	\$ 0.75	H
KAR	SNACKS	KAR TRAIL MIX NUT'N YOGURT	2.25 oz	\$ 0.75	H
KAR	SNACKS	KAR TRAIL MIX ORIGINAL	2.25 oz	\$ 0.75	H
KEEBLER	SNACKS	CRUNCH 'EMS RANCH		\$ 0.70	
KEEBLER	SNACKS	CRUNCH 'EMS SOUR CREAM & ONION		\$ 0.70	
KEEBLER	SNACKS	HYDROX COOKIES		\$ 0.70	
KEEBLER	SNACKS	KBL SNACKIN GRAHAMS CINN		\$ 0.70	
KEEBLER	SNACKS	KBLR BITE SIZE PECAN SANDIES	1.75 oz	\$ 0.70	
KEEBLER	SNACKS	KBLR CHEEZ IT SNACK MIX	1.75 oz	\$ 0.70	
KEEBLER	SNACKS	KBLR MINI FUDGE STRIPES	2.00 oz	\$ 0.70	
KEEBLER	SNACKS	KBLR RAINBOW SNACK BITS	1.75 oz	\$ 0.70	
KEEBLER	SNACKS	KBLR SOFT BATCH CHOC. CHIP	2.00 oz	\$ 0.70	



## Current Product List and Pricing

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MANUFACTURER	CATEGORY	DESCRIPTION	SIZE	PRICE	NOTE
KEEBLER	SNACKS	KBLR STRAWBERRY COOKIE MATES		\$ 0.70	
KEEBLER	SNACKS	KBLR WHEATABLE ORIGINAL	1.50 oz	\$ 0.55	
KEEBLER	SNACKS	SUNSHINE CHEEZ-IT REGULAR	1.50 oz	\$ 0.50	
KEEBLER	SNACKS	SUNSHINE CHEEZ-IT WHT CHDR	1.50 oz	\$ 0.50	
KEEBLER	SNACKS	WHEATABLES HONEY WHEAT		\$ 0.55	
KEEBLER	SNACKS	WHEATABLES ORIGINAL		\$ 0.55	
KELLOGG'S	SNACKS	KELL APPLE/BROWN SUGAR TWIST	1.30 oz	\$ 0.75	
KELLOGG'S	SNACKS	KELL BIG BOOMIN' POPS	.810 oz	\$ 0.75	
KELLOGG'S	SNACKS	KELL BIG ROLLIN' FROOT LOOPS	.810 oz	\$ 0.75	
KELLOGG'S	SNACKS	KELL CINN. BLAST SNACKUMS	.810 oz	\$ 0.75	
KELLOGG'S	SNACKS	KELL POPTART BLUEBERRY	3.60 oz	\$ 0.75	
KELLOGG'S	SNACKS	KELL POPTART BROWN SUGAR	3.60 oz	\$ 0.75	
KELLOGG'S	SNACKS	KELL POPTART CHOC FUDGE	3.60 oz	\$ 0.75	
KELLOGG'S	SNACKS	KELL POPTART STRAWBERRY	3.60 oz	\$ 0.75	
KELLOGG'S	SNACKS	KELL POPTART WILD CHERRY	3.60 oz	\$ 0.75	
KELLOGG'S	SNACKS	NUTRAGRAIN APPLE	1.30 oz	\$ 0.75	H
KELLOGG'S	SNACKS	NUTRAGRAIN BLUEBERRY	1.30 oz	\$ 0.75	H
KELLOGG'S	SNACKS	NUTRAGRAIN RASPBERRY	1.30 oz	\$ 0.75	H
KELLOGG'S	SNACKS	NUTRAGRAIN STRAWBERRY	1.30 oz	\$ 0.75	H
KELLOGG'S	SNACKS	P/B CHOCOLATE RICE KRISPY TREAT	1.30 oz	\$ 0.75	
KELLOGG'S	SNACKS	RICE KRISPY TREAT	1.30 oz	\$ 0.75	
KRAFT	SNACKS	KRAFT CHEESE & CRACKERS		\$ 0.55	
M&M MARS	SNACKS	3 MUSKETEERS	2.28 oz	\$ 0.75	
M&M MARS	SNACKS	M&M ALMOND	1.87 oz	\$ 0.75	
M&M MARS	SNACKS	M&M CRISPY	1.57 oz	\$ 0.75	
M&M MARS	SNACKS	M&M PEANUT	2.00 oz	\$ 0.75	
M&M MARS	SNACKS	M&M PEANUT BUTTER	1.87 oz	\$ 0.75	
M&M MARS	SNACKS	M&M PLAIN	2.00 oz	\$ 0.75	
M&M MARS	SNACKS	MARS BAR	1.87 oz	\$ 0.75	
M&M MARS	SNACKS	MILKY WAY	2.28 oz	\$ 0.75	
M&M MARS	SNACKS	MUNCH BAR	2.28 oz	\$ 0.75	
M&M MARS	SNACKS	SKITTLE SOUR	2.28 oz	\$ 0.75	
M&M MARS	SNACKS	SKITTLES ORIGINAL	2.28 oz	\$ 0.75	
M&M MARS	SNACKS	SKITTLES TROPICAL	2.28 oz	\$ 0.75	
M&M MARS	SNACKS	SKITTLES WILD BERRY	2.28 oz	\$ 0.75	
M&M MARS	SNACKS	SNICKERS BAR	2.00 oz	\$ 0.75	
M&M MARS	SNACKS	SNICKERS PEG PACK	5.60 oz	\$ 0.75	
M&M MARS	SNACKS	STARBURST CALIFORNIA	2.28 oz	\$ 0.75	
M&M MARS	SNACKS	STARBURST FRUIT TWISTS	2.00 oz	\$ 0.75	
M&M MARS	SNACKS	STARBURST ORINGINAL	2.28 oz	\$ 0.75	
M&M MARS	SNACKS	STARBURST TROPICAL	2.28 oz	\$ 0.75	
M&M MARS	SNACKS	TWIX CARAMEL	2.28 oz	\$ 0.75	
MAC'S PORK SKIN	SNACKS	MAC'S PORK SKIN HOT	1.00 oz	\$ 0.70	
MAC'S PORK SKIN	SNACKS	MAC'S PORK SKIN ORIGINAL	1.00 oz	\$ 0.70	
MOTHER'S COOKIE CO.	SNACKS	MOTHER'S CIRCUS ANIMAL COOKIE	2.00 oz	\$ 0.70	
MUANA LOA	SNACKS	WHITE CHOCOLATE CHIP		\$ 0.70	
NABISCO	SNACKS	BREATHSAVER PEPPERMINT MINTS	.75 oz	\$ 0.60	
NABISCO	SNACKS	BREATHSAVER SPEARMINT MINTS	.75 oz	\$ 0.60	
NABISCO	SNACKS	BREATHSAVER WINTERGREEN MNTS	.75 oz	\$ 0.60	
NABISCO	SNACKS	CAREFREE ALPINE MINT GUM	6 Stk	\$ 0.50	
NABISCO	SNACKS	CAREFREE BUBBLE GUM	6 Stk	\$ 0.50	
NABISCO	SNACKS	CAREFREE PEPPERMINT GUM	6 Stk	\$ 0.50	
NABISCO	SNACKS	CAREFREE SPEARMINT GUM	6 Stk	\$ 0.50	
NABISCO	SNACKS	CHIP AHOY BITE SIZE BAG	2.00 oz	\$ 0.70	
NABISCO	SNACKS	CORNNUT BBQ	1.40 oz	\$ 0.75	H
NABISCO	SNACKS	CORNNUT CHILI PICANTE	1.40 oz	\$ 0.75	H
NABISCO	SNACKS	CORNNUT NACHO	1.40 oz	\$ 0.75	H
NABISCO	SNACKS	CORNNUT ORIGINAL	1.40 oz	\$ 0.75	H
NABISCO	SNACKS	CORNNUT RANCH	1.40 oz	\$ 0.75	H
NABISCO	SNACKS	FIG NEWTON	2.00 oz	\$ 0.75	H
NABISCO	SNACKS	LIFESAVER FRUIT CHEWS	2.06 oz	\$ 0.60	
NABISCO	SNACKS	LIFESAVER SPEARMINT	.72 oz	\$ 0.60	
NABISCO	SNACKS	LIFESAVERS 5 FLAVER MINTS	.72 oz	\$ 0.60	
NABISCO	SNACKS	LIFESAVERS PEPPERMINT MINTS	.72 oz	\$ 0.60	
NABISCO	SNACKS	LIFESAVERS WINTERGREEN MNT	.72 oz	\$ 0.60	

# EXHIBIT A

## Current Product List and Pricing

This list is an example of the many different product carried.

MANUFACTURER	CATEGORY	DESCRIPTION	SIZE	PRICE	NOTE
NABISCO	SNACKS	LORNA DOONE	1.50 oz	\$ 0.70	H
NABISCO	SNACKS	MINI NUTTER BUTTER BITS	1.75 oz	\$ 0.70	
NABISCO	SNACKS	MINI OREO BITS	1.75 oz	\$ 0.70	
NABISCO	SNACKS	NOW & LATER CLASSIC	2.52 oz	\$ 0.70	
NABISCO	SNACKS	NOW & LATER RADBERRY	2.52 oz	\$ 0.70	
NABISCO	SNACKS	NUTTER BUTTER COOKIES	1.90 oz	\$ 0.70	
NABISCO	SNACKS	OREO COOKIES	1.63 oz	\$ 0.70	
NABISCO	SNACKS	PLANTER CHEESE NIP	1.75 oz	\$ 0.70	
NABISCO	SNACKS	PLANTER CHEESE P/B SQUARES	1.40 oz	\$ 0.70	
NABISCO	SNACKS	PLANTER HONEY ROASTED PEANUT	1.75 oz	\$ 0.60	
NABISCO	SNACKS	PLANTER HOT-N-SPICY PEANUT	1.75 oz	\$ 0.60	
NABISCO	SNACKS	PLANTER LOW SALT COCKTAIL PNUT	1.75 oz	\$ 0.60	
NABISCO	SNACKS	PLANTER PEANUT BAR	1.60 oz	\$ 0.60	
NABISCO	SNACKS	PLANTER SALTED 1 OZ PEANUTS	1.00 oz	\$ 0.60	
NABISCO	SNACKS	PLANTER SUNFLOWER SEED	2.00 oz	\$ 0.60	
NABISCO	SNACKS	RITZ BITS CHEESE	1.75 oz	\$ 0.70	
NABISCO	SNACKS	RITZ BITS PEANUT BUTTER	1.75 oz	\$ 0.70	
NABISCO	SNACKS	SNACKWELL CHOCOLATE CREAM CK	1.70 oz	\$ 0.70	H
NABISCO	SNACKS	SNACKWELL STRAWBERRY CRL BAR	1.30 oz	\$ 0.70	H
NABISCO	SNACKS	SNACKWELL VANILLA CREAM CKIES	1.70 oz	\$ 0.70	H
NABISCO	SNACKS	SWISS CREME COOKIES	1.75 oz	\$ 0.70	
NABISCO	SNACKS	WHEAT THINS	1.75 oz	\$ 0.70	H
NESTLE	SNACKS	NESTLE 100 GRAND BAR	1.50 oz	\$ 0.75	
NESTLE	SNACKS	NESTLE BABY RUTH	2.10 oz	\$ 0.75	
NESTLE	SNACKS	NESTLE BUTTERFINGER	2.10 oz	\$ 0.75	
NESTLE	SNACKS	NESTLE CRUNCH BAR	1.55 oz	\$ 0.75	
NESTLE	SNACKS	NESTLE MOCHA CRUNCH BAR	1.40 oz	\$ 0.75	
NESTLE	SNACKS	NESTLE OH HENRY BAR	1.80 oz	\$ 0.75	
NESTLE	SNACKS	NESTLE OOMPUS, FRUITY	2.17 oz	\$ 0.75	
NESTLE	SNACKS	NESTLE RAISINETS	1.38 oz	\$ 0.75	
NESTLE	SNACKS	NESTLE XPLODER BAR	1.00 oz	\$ 0.75	
O'BRIEN'S	SNACKS	O'BRIENS BEEF & CHEESE STKS	1.125 oz	\$ 0.60	
O'BRIEN'S	SNACKS	O'BRIENS BEEF STICKS	1.25 oz	\$ 0.60	
O'BRIEN'S	SNACKS	O'BRIENS DOUBLE BARREL HOT SALAMI	1.125 oz	\$ 0.60	
O'BRIEN'S	SNACKS	O'BRIENS DOUBLE BARREL SALAMI	1.125 oz	\$ 0.60	
O'BRIEN'S	SNACKS	O'BRIENS HONEY CURED TURKEY STK	1.125 oz	\$ 0.60	
O'BRIEN'S	SNACKS	O'BRIENS HOT N SPICY BEEF SAUSAGE	1.125 oz	\$ 0.60	
O'BRIEN'S	SNACKS	O'BRIENS SPICY MEAT & JALAPENO	1.125 oz	\$ 0.60	
OLD COLONY	SNACKS	CHIQUITA BANANA COOKIES	2.00oz	\$ 0.70	
OLD COLONY	SNACKS	GOURMET FUDGE BROWNIE	3.25oz	\$ 0.75	
OLD COLONY	SNACKS	MUSSELMAN'S APPLESAUCE/OATMEAL	2.00oz	\$ 0.55	
PLANTATION	SNACKS	COOKIE MATE DUPLEX TRAY COOKIE	5.00 oz	\$ 0.70	
PLANTATION	SNACKS	COOKIE MATE LEMON TRAY COOKIE	5.00 oz	\$ 0.70	
PLANTATION	SNACKS	COOKIE MATE P/BUTTER TRAY COOKIE	5.00 oz	\$ 0.70	
PLANTATION	SNACKS	COOKIE MATE STRAW. TRAY COOKIE	5.00 oz	\$ 0.70	
PLANTATION	SNACKS	PLANT OLD NEW ENGLAND BROWNIES	3.00 oz	\$ 0.70	
PLANTATION	SNACKS	PLANTATION 2X4 BROWNIES	3.00 oz	\$ 0.75	
POORE BROS.	SNACKS	POORE BROS. HABANERO CHIP	1.00 oz	\$ 0.50	
POORE BROS.	SNACKS	POORE BROS. JALAPENO CHIP	1.00 oz	\$ 0.50	
PROMOTION IN MOTION	SNACKS	CARE BEARS VEND PAK	1.50 oz	\$ 0.60	
PROMOTION IN MOTION	SNACKS	FERRARA BOSTON BKED BNS	1.75 oz	\$ 0.60	
PROMOTION IN MOTION	SNACKS	FERRARA LEMON HEADS	2.00 oz	\$ 0.60	
PROMOTION IN MOTION	SNACKS	FERRARA RED HOTS	2.00 oz	\$ 0.60	
PROMOTION IN MOTION	SNACKS	PNM CHERRYHEADS	2.00 oz	\$ 0.60	
PROMOTION IN MOTION	SNACKS	PNM CREAMSICLE ORANGE'N CREAM	2.00 oz	\$ 0.60	
PROMOTION IN MOTION	SNACKS	PNM CREAMSICLE STRAWN CREAM	2.00 oz	\$ 0.60	
PROMOTION IN MOTION	SNACKS	PNM GRAPEHEADS	2.00 oz	\$ 0.60	
PROMOTION IN MOTION	SNACKS	PNM JAWBREAKERS	1.75 oz	\$ 0.60	
PROMOTION IN MOTION	SNACKS	SOUR JACKS CANDY	1.50 oz	\$ 0.60	
SHERWOOD BRANDS	SNACKS	FRUIT SOUR BURST		\$ 0.60	
SHERWOOD BRANDS	SNACKS	RUGER CHOC. WAFER	2.13 oz	\$ 0.70	
SHERWOOD BRANDS	SNACKS	RUGER VANILLA WAFER	2.13 oz	\$ 0.70	
SNYDER'S	SNACKS	SNYDER JALAPENO CHIP		\$ 0.50	
SNYDER'S	SNACKS	SNYDER KOSHER DILL CHIP	1.00 oz	\$ 0.50	
SNYDER'S	SNACKS	SNYDER MINI PRETZEL	1.25 oz	\$ 0.50	H

# EXHIBIT A

## Current Product List and Pricing

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MANUFACTURER	CATEGORY	DESCRIPTION	SIZE	PRICE	NOTE
SNYDER'S	SNACKS	SNYDER OLD TYME PRETZEL	1.58 oz	\$ 0.50	H
SNYDER'S	SNACKS	SNYDERS HON/MST/ON/PRETZEL		\$ 0.50	
SNYDER'S	SNACKS	SOURDOUGH SPECIAL PRETZEL		\$ 0.50	
SUNMARK	SNACKS	ASSORTED DOTS	1.87 oz	\$ 0.75	
SUNMARK	SNACKS	SUNMRK BIT-O-HONEY	1.70 oz	\$ 0.75	
SUNMARK	SNACKS	SUNMRK CHEWY GOBSTOPPER	1.77 oz	\$ 0.75	
SUNMARK	SNACKS	SUNMRK CHEWY RUNTS	1.90 oz	\$ 0.75	
SUNMARK	SNACKS	SUNMRK CHEWY SPREE	1.77 oz	\$ 0.75	
SUNMARK	SNACKS	SUNMRK DAVID SUNFLOWER SEED	2.15 oz	\$ 0.75	
SUNMARK	SNACKS	SUNMRK MINI CHEWY SWEETARTS	1.80 oz	\$ 0.75	
SUNMARK	SNACKS	SUNMRK RUNTS POUCH	1.90 oz	\$ 0.75	
SUNMARK	SNACKS	SUNMRK SHOCK TARTS	1.80 oz	\$ 0.75	
SUNMARK	SNACKS	SUNMRK SPREE BOX	1.79 oz	\$ 0.75	
SUNMARK	SNACKS	SUNMRK STRAW/GRAPE NERDS	1.80 oz	\$ 0.75	
SUNMARK	SNACKS	SUNMRK SWEET TART BOX	2.04 oz	\$ 0.75	
SUNMARK	SNACKS	SUNMRK SWEET TART POUCH	1.80 oz	\$ 0.75	
SUNMARK	SNACKS	SUNMRK ZAPS POUCH	1.80 oz	\$ 0.75	
SUNMADE	SNACKS	RAISANS	1OZ	\$ 0.60	
TEJAS SNACKS	SNACKS	BOB'S HABANERO	1.13 oz	\$ 0.50	
TEJAS SNACKS	SNACKS	BOB'S JALAPENO CHIP	1.13 oz	\$ 0.50	
TOOTSIE ROLL	SNACKS	ASSORTED DOTS	2.25 oz	\$ 0.75	
TOOTSIE ROLL	SNACKS	JR. MINTS	1.80 oz	\$ 0.75	
TOOTSIE ROLL	SNACKS	TOOTSIE ROLL TWIN PACK	2.00 oz	\$ 0.75	
TROLI	SNACKS	TROLI APPLE OH'S	1.25 oz	\$ 0.60	
TROLI	SNACKS	TROLI BRIGHT CRAWLERS	1.25 oz	\$ 0.60	
TROLI	SNACKS	TROLI PEACHIES	1.25 oz	\$ 0.60	
WABASH	SNACKS	BAKED FLAVOR TATO SKINS		\$ 0.50	
WABASH	SNACKS	CHEESE & BACON TATO SKINS		\$ 0.50	
WABASH	SNACKS	PEPPERONI PIZZARIA'S		\$ 0.50	
WRIGLEY'S GUM	SNACKS	WRIGLEY BIG RED GUM	5 Stk	\$ 0.50	
WRIGLEY'S GUM	SNACKS	WRIGLEY DOUBLEMINT GUM	5 Stk	\$ 0.50	
WRIGLEY'S GUM	SNACKS	WRIGLEY JUICY FRUIT GUM	5 Stk	\$ 0.50	
WRIGLEY'S GUM	SNACKS	WRIGLEY SPEARMINT GUM	5 Stk	\$ 0.50	